

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports, and other documents submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the Contracting Officer's Representative (COR) with an information copy of the correspondence to the Contracting Officer (CO). Technical correspondence pertains to issues relating to work effort of the contract or requests for approval of reports, drawings or other work products.
- (b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with copies to the Environmental Management Consolidated Business Center (EMCBC) Office of Legal Services, the CO, and the COR.
- (c) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR. The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause in Section I entitled "DEAR 952.242-70 Technical Direction (DEC 2000)."
- (d) Subject Line(s). All correspondence shall contain a subject line including the contract number and the subject topic.  
  
"SUBJECT: CONTRACT NO. DE-EMXXXXX"  
(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").
- (e) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within

five days of the DOE request.

## **G.2 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the CO in the technical phases of the work in accordance with the Section I clause entitled DEAR 952.242-70, "Technical Direction." A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the contract, including Section C, will be made only by the CO by properly written modification(s) to the contract.

The COR(s) for the purposes of monitoring and coordinating the technical requirements of this contract is:

*[Name of Individual]*

*[Address]*

## **G.3 CONTRACT ADMINISTRATION**

- (a) The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

TBD, Primary Contracting Officer  
U.S. Department of Energy  
Portsmouth/Paducah Project Office  
1017 Majestic Drive, Suite 200  
Lexington, KY 40513

- (b) Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist (CS) designated via separate correspondence to the above address.

## **G.4 CONTRACTOR'S POINT OF CONTACT**

The Contractor shall identify to the CO the official who has the authority to sign this contract and who is also responsible for negotiating changes or modifications to the terms and conditions of this contract.

**< To Be Inserted by Contractor >**

## **G.5 SPECIAL PROMPT PAYMENT PROVISIONS**

- (a) Any time before final payment, the CO may have the contractor's invoices or vouchers and statements of cost audited pursuant to FAR 52.216-7, Allowable Cost and Payment. Any payment to the contractor may be:

- (1) reduced by amounts found by the CO not to constitute allowable costs, or
- (2) adjusted for prior overpayments or underpayments.

## G.6 BILLING INSTRUCTIONS

- (a) Contractors shall submit one monthly invoice for all Contract Line Item Numbers (CLINs) using the Standard Form 1034 (Public voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:
- Reducing the cost of paper and postage.
  - Allowing supporting documentation to be attached and routed with the voucher to program and approving officials.
  - Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time.
  - Decreasing potential errors caused by manual input.
  - Facilitating the prompt payment of invoices.
- (b) To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. The invoice must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and program value level of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (c) For Cost Reimbursement CLINS, the monthly invoice/voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (1) Statement of Cost
- The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:
- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
  - (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
  - (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
  - (iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(2) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

- (d) For Firm-Fixed-Price CLINs, the monthly invoice shall be submitted in accordance with FAR 52.232-1, Payments (APR 1984). Invoices for Firm-Fixed-Price CLINs the voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B..
- (e) The invoice must include a certification statement signed by a responsible official of the Contractor.
- (f) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, and will specify the dollar amount of the withholding, adjustment or reduction.
- (g) The Contractor shall submit one copy of the invoices, including all supporting documentation, to the attention of the CO and the Budget Analyst at the following address:  
  
United States Department of Energy  
Portsmouth/Paducah Project Office  
1017 Majestic Drive, Suite 200  
Lexington, KY 40513-0066
- (h) Nothing in this section shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, Prompt Payment, of this contract. The Government this

contract. may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under

#### **G.7 CONTRACTING OFFICER AUTHORITY**

In no event shall any understanding or agreement between the Contractor and any Government employee other than the CO on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the appointed CO. The Contractor is hereby put on notice to make inquiry of the CO if, at any time, they are directed to perform work that they suspect may be outside of the scope of the contract. Payments will not be made without being authorized by the appointed CO with the legal authority to bind the Government.

#### **G.8 DEFECTIVE OR IMPROPER INVOICES**

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice.

< To Be Inserted by Contractor >

#### **G.9 OBSERVANCE OF LEGAL HOLIDAYS**

(a) The on-site Government personnel observe the following holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

#### **G.10 DOE-G-1010 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.